# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

LEHMAN BROTHERS HOLDINGS INC., et al., : 08-13555 (JMP)

Debtors. : (Jointly Administered)

:

NOTICE OF TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: Eurobank EFG Private Bank Luxembourg S.A. ("Transferor")

5, rue Jean Monnet L-2180 Luxembourg

Telephone: +352 420 724229 Email: l.lascari@eurobankefg.lu

 Please take notice that your claim against LEHMAN BROTHERS HOLDINGS INC., et al, Case No. 08-13555 (JMP) arising from and relating to Proof of Claim No. 62748 (attached as <u>Exhibit A</u> hereto), has been transferred to:

Barclays Bank PLC ("<u>Transferee</u>")
745 Seventh Avenue

New York, NY 10019 Telephone: (212) 412-2865

Email: daniel.crowley@barclayscapital.com jessica.fainman@barclayscapital.com

An executed "Evidence of Transfer of Claim" is attached as <u>Exhibit B</u> hereto. All distributions and notices regarding the transferred claim should be sent to the Transferee.

- 3. No action is required <u>if you do not object</u> to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN <u>20 DAYS</u> OF THE DATE OF THIS NOTICE, YOU MUST:**
- -- FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408

-- SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE

08-13555-mg Doc 14656 Filed 02/24/11 Entered 02/24/11 18:17:26 Main Document Pg 2 of 10

	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT LY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON RECORDS AS A CLAIMANT IN THIS PROCEEDING.
	CLERK
FOR (	CLERK'S OFFICE USE ONLY:
This n	otice was mailed to the first named party, by first class mail, postage prepaid on, 2009.
INTEI	RNAL CONTROL NO
Copy:	(check) Claims Agent Transferee Debtors' Attorney
	Denuty Clerk

08-13555-mg Doc 14656 Filed 02/24/11 Entered 02/24/11 18:17:26 Main Document Pg 3 of 10

## EXHIBIT A

[Proof of Claim]

### United States Bankruptcy Court/Southern District of New York LEHMAN SECURITIES PROGRAMS Lehman Brothers Holdings Claims Processing Center PROOF OF CLAIM c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 Filed: USBC - Southern District of New York New York, NY 10150-5076 Lehman Brothers Holdings Inc., Et Al. Chapter 11 08-13555 (JMP) 0000062748 Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP) (Jointly Administered) Debtors. Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on CE IS FOR COURT USE ONLY http://www.lehman-docket.com as of July 17, 2009 Name and address of Creditor: (and name and address where notices should be sent if different from Check this box to indicate that this claim amends a previously filed claim. Creditor) Eurobank EFG Private Bank Luxembourg S.A. Court Claim Number:\_ 5, rue Jean Monnet (If known) L-2180 Luxembourg Ms. Lena Lascari - Llascari@eurobankefg.lu +352 420 724229 Filed on: Mr. Dimos Arhodidis - darhodidis@eurobank.gr +30 210 366 8322 Email Address: Telephone number: Name and address where payment should be sent (if different from above) Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Telephone number: Email Address: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. See the attached schedule for the details 11,886,840 (Required) Amount of Claim: \$ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN) See the attached schedule, Column C (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: See the attached schedule, column G (Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: CEDEL 50657 (Required) FOR COURT USE ONLY 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you FILED / RECEIVED consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. NOV 0 2 2009 Signature: The person filing this claim must sign it. Sign and print name and title, if any, Date of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if EPIQ BANKRUPTCY SOLUTIONS, LLC 10/29/2009

Eurobank EFG

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Penalty for presenting fraudulent claim: Fixe of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S/C. §§ 152 and 3571

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# Eurobank EFG Private Bank Luxembourg S.A.

SERIES # custodian

7081 cedel 7082 cedel

Isin issuer

XS0298899450 Lehman Brothers Treasury Co. B.V.
XS0298900647 Lehman Brothers Treasury Co. B.V.

				FACE VALUES	ALUES
description	maturity date	BLOCK, REF.	AC#	IN USD(FV)	IN EURO (FV)
equity-linked notes	09/05/2010 CA56015	CA56015	50657	8 490 600.00	6 000 000.00
capital protected notes	19/05/2010 CA56014	CA56014	50657	3 396 240.00	2 400 000.00
	The second secon				1

11 886 840.00

8 400 000.00

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FILED / RECEIVED

NOV 0 2 2009

**EPIO BANKRUPTCY SOLUTIONS, LLC** 

DATE

TIME

RECEIVED BY:

## EXHIBIT B

[Executed Evidence of Transfer of Claim]

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, Eurobank EFG Private Bank Luxembourg S.A. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Barclays Bank PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 62748 filed by or on behalf of Eurobank EFG Private Bank Luxembourg S.A. (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other holders of Lehman Program Securities of a similar nature; and (g) all amounts due and owing in respect of each Purchased Security have been declared due and payable in accordance with the terms of one or more agreements or instruments relating to any such Purchased Security.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

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- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 24th day of December 2010.

Barclays Bank PLC

Name: Paniel Crowley
Title: Managing Orector

745 Seventh Ave New York, NY 10019 Eurobank EFG Private Bank Luxembourg S.

Name: V

Helen Fotineas Vice-President

Deputy Vice-Presider

Yon Kapp

5, rue Jean Monnet, L-2180,

Luxembourg

Helen Fotineas Vice-President

Schedule 1

# Transferred Claims

Purchased Claim

\$11,886,840.00 of \$11,886,840.00 (the outstanding amount of the Proof of Claim as of December 24th, 2010).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Guarantor Principal/Notional Amount	Coupon	Coupon Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 6,000,000 Equity- Linked Notes due May 2010 relating to the Lehman Brothers Global Asset Allocator Net Values in EUR unconditionally and irrevocably guaranteed by LEHMAN BROTHERS HOLDINGS INC. under the U.S.\$60,000,000 Euro Medium Term Note	XS0298899450	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 6,000,000 of EUR 6,000,000 Equivalent to USD 8,490,600.00 USD 8,490,600.00	Equity-	May 9, 2010	N/A

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Issue of EUR 2,400,000 Capital Protected Notes due May 2010 linked to a Basket of Funds Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$ 60,00,000,000 Euro Medium-Term Note Retail	XS0298900647	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,400,000 of EUR 2,400,000 Eguivalent to USD 3,396,240.00 USD 3,396,240.00	Basket linked	May 9, 2007	N/A

Schedule 1-1